

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Contract Renewal

This Contract may be renewed for a period not to exceed three years, or for the original term of this Contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract. If renewed, costs for the renewal may not be charged. The renewal price is the estimated contract amount for the renewal years as prescribed by statute and annual appropriations.

A-1.2. Definitions

Program specific definitions may be found in Section 3.1 of the ITN.

A-2. STATEMENT OF WORK

There are no additional provisions to this section of this contract.

A-3. PAYMENT, INVOICE AND RELATED TERMS

A-3.1. Travel Expenses

The Provider may establish rates for travel expenses lower than the rates specified in s. 112.061, F.S., including mileage. The Provider will reimburse staff in accordance to the agency's travel policy, which shall be approved in writing by the Department's Contract Manager (CM).

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1. Provider Indemnity

The following provisions shall apply in lieu of Section 9 of the Standard Contract (entitled "Provider Indemnity"). The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the Provider, its agents, employees, partners or subcontractors; provided, however, that the Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The following additional terms will also apply:

A-4.1.1. The Provider shall fully indemnify, defend, and hold harmless the State and Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, related to or arising from the performance of this Contract; provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of Provider's products or the Department operation or use of Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion is likely to become the subject of such a suit, the Provider may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. The Department shall not be liable for any royalties. If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall

immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

A-4.1.2. The Provider shall indemnify the Department for all costs and attorney's fees arising from or relating to the Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, including litigation initiated by the Department.

A-4.1.3. The Provider shall include in all subcontracts and require the subcontractors in all resulting contracts, and resulting contracts therefrom, include the requirement that such contracted entities indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by the contracted entities, their agents, employees, partners, or subcontractors alleged to be caused in whole or in part by the contracted entities, their agents, employees, partners or subcontractors; provided, however, that the contracted entities shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department.

A-5. Insurance

In addition to the requirements of Section 10 of the Standard Contract, during the existence of this Contract, and any renewal(s) and extension(s) of it:

A-5.1. The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2). F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

A-5.2. Provider shall furnish documentation of an insurance bond from a responsible commercial surety company covering all officers, employees and agents of the provider authorized to handle funds received or disbursed under this contract in an amount commensurate with the funds handled, as determined by the surety company, and consistent with good business practice.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

A-6.1. Termination

A-6.1.1. Section 30 of the Standard Contract is replaced with the following language:

A-6.1.2. This contract may be terminated by either party without cause upon no less than ninety (90) calendar days' notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the CM or the representative of the Provider responsible for administration of the program.

A-6.2. Dispute Resolution

In addition to Section 32 of the Standard Contract regarding dispute resolution, the parties agree to cooperate in resolving any differences in interpreting this Contract. Each party shall notify the other party of the name, business address and telephone number of that party's designated representative for dispute resolution purposes. Within five business days from receipt by the designated representative of the other party's written request for dispute resolution, the representatives will conduct a meeting to resolve the disagreement. If the representatives are unable to reach a mutually satisfactory resolution, either representative may request referral of the issue to the Provider's Chief Executive Officer

(CEO) (or add appropriate title) and the Department's representative. Upon referral, the CEO (or add appropriate title) and the Regional Managing Director shall confer to resolve the issue.

A-6.2.1. If unable to resolve the issue within ten business days, the matter will be referred to the Secretary or his or her designee, whose decision on the matter will be final. The parties reserve all their rights and remedies under Florida law.

A-7. OTHER TERMS

A-7.1. Third Parties

This Contract shall not be construed as providing any enforceable right to any third party.

A-8. Governance

The entity must be governed by a board of directors or a board committee composed of board members. The membership of the board of directors or board committee must be described in the bylaws or articles of incorporation of the agency, which must provide that at least 75 percent of the membership of the board of directors or board committee must consist of persons residing in this state.

A-8.1. Board Orientation/Training/Self-Assessment.

A-8.1.1. Provider(s) shall have a written policy that establishes minimum required board training, orientation, and an annual self-assessment for the purpose of ensuring its ongoing viability.

A-8.1.2. Orientation and training shall include governance-based roles and responsibilities; by-laws and policy review; fiscal review; and, basic domestic violence training. Provider(s) shall submit governance board training for Department approval.

A-8.1.3. Orientation shall be provided, and training shall be completed within the first six (6) months. Members should not accept an office before completing training.

A-8.2. Board Composition. Provider(s) shall have a written policy that establishes guidelines on addressing the composition of the board, including racial and ethnic representation from diverse populations and survivors of violence.

A-8.3. Related Party Transactions and Conflict of Interest

The Provider's Board of Directors shall establish uniform and consistent policies to address procurement requirements for any related party transactions which include, at a minimum, the prohibition of any conflicts of interest among the Provider, its staff, its Board of Directors, and its subcontractors.

A-8.4. Unauthorized Aliens

Unauthorized Aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral termination of this Contract for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the Contract term to perform work pursuant to this Contract within the United States and its territories.

A-9. FEDERAL FUNDS APPLICABILITY

The provider and its subcontractor(s) shall comply with all applicable federal and state laws, rules, and regulations as amended from time to time, that affect the subject areas of the contract, whether or not explicitly referenced herein.

A-10. CLIENT SERVICES APPLICABILITY

The provider shall comply with all applicable terms related to the provision of services under this contract for clients designated in Section B-4.

EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

The awarded Provider(s) shall deliver comprehensive delivery and management of services for the Department's Domestic Violence Program (DVP) including providing training and technical assistance to certified domestic violence centers and other stakeholders to improve intervention and prevention strategies in addressing domestic violence, providing or subcontracting to provide legal services through designated projects, and implementing 24-hour crisis hotline call center operations of the Florida Domestic Violence Hotline.

The Department seeks a Provider(s) with the flexibility and openness to adjust specific tasks and deliverables as necessary. Although tasks, deliverables, and population needs may vary over time, the overall goal of the program will remain the same. If the Provider is unable to directly deliver a particular service, the Provider may subcontract with other entities capable of providing that service. The Provider will have full responsibility in managing and monitoring any subcontracts and ensuring satisfactory performance. If satisfactory performance is not achieved, the Provider must have a system of accountability in place.

The Domestic Violence Program promotes a coordinated, multidisciplinary approach to enhancing advocacy and improving the criminal justice system's response to domestic violence, dating violence, sexual assault, and stalking crimes. Various partners in this effort include: Office of the State Courts Administrator, Office of the Attorney General, Florida Prosecuting Attorneys Association, and local State Attorney's offices, Florida Council Against Sexual Violence, local law enforcement agencies, and numerous community-based victim and legal service agencies.

The Provider shall conduct all activities supported by this Contract in accordance with the Department's Invitation to Negotiate, dated _____, and its response. Both Invitation to Negotiate and the response are hereby incorporated by reference and shall be maintained in the Provider's and the Department's official files.

B-2. MAJOR CONTRACT GOALS

In accordance with Chapter 39 Part XII Domestic Violence (ss. 39.901 -39.908), it is the intent of the Legislature for the Department to promote evidence-based strategies to prevent domestic violence and decrease the short and long-term harms of domestic violence through trauma-informed advocacy services and accountability for those responsible for the violence.

B-2.1. Training and Technical Assistance Goals

To provide expansive training and technical assistance to certified domestic violence centers and community partners at the state and local level and promote a coordinated, multidisciplinary approach to enhancing advocacy and improving the civil and criminal justice system's response to domestic violence, including dating violence, and stalking crimes.

B-2.2. Legal Service Goals

To deliver an array of statewide legal services that address the unmet legal needs of victims by incorporating and expanding existing projects and identifying new collaborations to implement innovative projects. The delivery of legal services should be consistent with and complement Florida's STOP Implementation Plan. Legal services provided to certified domestic violence centers should enable the centers to comply with state and federal laws governing employment and victim confidentiality and privilege.

B-2.3. Florida Domestic Violence Hotline Goals

To deliver comprehensive multi-lingual statewide 24-hour hotline services to include crisis support, safety planning, domestic violence education, information and referral, and disaster response to victims of domestic violence, their friends and family, and other stakeholders and to include the enhancement of coordination services with certified domestic violence centers.

B-3. SERVICE AREA/LOCATIONS/TIMES

Service under this Contract shall be provided throughout Florida. Provider shall propose the location of administrative and business offices in the response to solicitation. The Provider(s) may identify reasonable hours of operation for training and technical assistance, and legal services. The Florida Domestic Violence Hotline shall remain operational 24-hours per day/7 days a week/365 day a year. The Hotline is currently housed in Tallahassee, Florida and should remain in this location.

B-3.1. The Provider shall request approval from the Department, in writing, a minimum of 30 calendar days prior to making changes in location, or any change which will affect the Department's ability to contact the Provider by telephone, electronic mail, or facsimile transmission.

B-3.2. The Provider shall propose and justify its hours of operation and any additional holidays that the Provider would like to observe in the response to this solicitation.

B-3.3. Services are expected to be provided through the full term of the resulting contract. The Provider is expected to manage staff and sub-contractors to ensure the successful completion of all tasks and deliverables assigned throughout the entire resulting contract term.

B-4. CLIENTS TO BE SERVED

Services are provided to the Florida public and stakeholders in the statewide response to domestic violence as follows:

B-4.1. The training and technical assistance Provider will conduct multiple training series, conferences, learning exchanges and technical assistance to agencies such as certified domestic violence centers, child welfare providers, law enforcement, legal systems, medical providers, other community-based providers and individuals who seek to increase their knowledge of domestic violence. Training will appropriately meet the needs of requesting audiences and a system by which training requests are made shall be publicly available.

B-4.2. The legal services Provider will provide legal advice to certified domestic violence centers on state and federal employment laws and on confidentiality/privilege issues. The legal services Provider will provide legal research and litigation support to the Office of the Attorney General VOCA-funded Injunction for Protection (IFP) Project attorneys. Specialized training and technical assistance may be provided to legal aid and private attorneys, prosecutors, and other community-based organizations at the discretion of the Provider. The legal services Provider will outline its proposal for clients served in their response to this solicitation.

B-4.3. Florida Domestic Violence Hotline Provider will at minimum provide telephonic services to all survivors of domestic violence, friends and family, and community partners for the purpose of support, advocacy and information sharing. Hotline advocates will respond to all other individuals for the purpose of information and referral.

B-5. CLIENT ELIGIBILITY/CLIENT DETERMINATION

Provider(s) should include information on how they determine eligibility in each service area of their response.

B-6. EQUIPMENT

The Provider shall comply with requirements related to the nonexpendable property obtained or transferred for services under this Contract.

B-7. CONTRACT LIMITS

B-7.1. Service Responsibility

The State of Florida's service area priorities in addressing domestic violence are set through a vigorous planning process inclusive of the STOP Implementation Plan, FVPSA plan, and recommendations made by the Office of the State Courts Administrator's Domestic Violence Advisory Committee, Governor's Office, Department of Children and Families Office of Child Welfare, the state and local Domestic Violence Fatality Review Teams, and Florida's certified domestic violence centers. The Provider will complete an annual report to the Department identifying gaps in services provided and the reason for such gaps. Once gaps are identified, the Provider may elicit the assistance of the Department in securing the resources to fill the identified gaps in service, and the Department will have an opportunity to review the supporting data

collected by the Provider prior to providing assistance. The Provider(s) will participate in statewide planning meetings at the request of the Department.

B-7.2. Compliance with all state laws and rules, and federal laws and regulations

The Provider will comply with and ensure that all its subcontractors comply with all state laws and rules, federal laws and regulations, Department Operating Procedures (CFOP's) or Department-approved Provider policies and procedures, Department policy memos, and Practice Guidelines, as they may be promulgated or amended. The Provider has an obligation to identify and understand all state laws and rules, federal laws and regulations and Department CFOPs. If the Provider objects to implementation of a Department policy memo or operating procedure within 30 days of receipt of Department notice thereof, it shall identify the basis for such objection in writing. If the Department determines that it will still seek implementation of the contested policy memo or operating procedure, the Provider may seek review by the Department, whose decision will be final on the issue. Department policy memos will be issued through the CM to the Provider's designated official point of contact.

B-8. Policies and Procedures

The Provider(s) point of contact will submit proposed policies and procedures to the CM for review and approval. Policies and procedures developed by the Provider must be at least as restrictive of those included in any Department or federal statute, rule or regulation. The Department will respond to the Provider's request for policy approval within a reasonable time period in support of Provider(s) continuity of operations. Department-approved Provider policies and procedures will be valid for the term of this Contract, updating as necessary to align with changes in statute, rule, or operating procedures.

B-9. Pending Litigation

The Department will consult with the Provider(s) regarding pending lawsuits that may affect services under this Contract but will have no obligation to the Provider to undertake or change any position in any case. The Provider(s) shall comply with any requirements imposed by an applicable court order or settlement related to such lawsuits. Verified increases in costs resulting therefrom will be considered under Section B-7.2. The Provider(s) will notify the Department of all lawsuits related to this Contract or services, within ten calendar days of receipt of service.

EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

Services shall be delivered in accordance with the Provider's proposed Project Deliverables Plan approved by the CM. Provider(s) will outline their proposed deliverables in response to this solicitation in alignment with the priorities of each service area. At minimum, Provider(s) must provide 1) tasks on the training and technical assistance services planned to provide, including the training structure and curriculum development for the New Advocate Core Curriculum; 2) all legal services tasks including management of the IFP Project and 3) operation of the Florida Domestic Violence Hotline. The final Project Deliverables Plan will be included within this section upon award of the contract.

C-2. TRAINING AND TECHNICAL ASSISTANCE SERVICES

The awarded Provider shall deliver an array of statewide, regional, localized and virtual training and technical assistance opportunities that enhance the provision of core domestic violence services and other programming by certified domestic violence centers and culturally specific organizations, and increase domestic violence response through training of law enforcement, courts, prosecutors, and community-based providers such as child welfare, medical, behavioral health, housing, and legal service providers. All training and technical assistance is focused on increasing accessibility to trauma-informed and culturally responsive services.

The Department is committed to increasing access to services to vulnerable and underserved populations in Florida who are often at heightened risk of experiencing violence. These populations include but are not limited to persons underserved due to rural isolation, racial and ethnic identity, language barriers, immigration status, elderly or at-risk youth, gender identity or sexual orientation, victims with disabilities, and other populations identified by state and local demographics.

C-2.1. New Advocate Core Competency Curriculum

The competency-based core training required of all center advocates includes extensive content exploring trauma and its impact on victims, as well as discussion on implementation of services that are responsive to individuals' experiences with trauma. Further, cultural components of service provision such as cultural humility, culture in service provision, resources for cultural responsiveness, LGBTQ+ and limited or non-English speaking communities are prioritized in the curriculum to help ensure access to services to all victims in Florida. Training currently is facilitated by qualified trainers, including certified domestic violence center advocates. Centers can have eligible staff participate in a Train the Trainer to become a certified Core Competency for New Advocates Trainer. These curriculums will require approval by the Department prior to use.

C-2.2. Expanded Training Catalog

The training and technical assistance provided should expand the existing training menu and identify new initiatives that support trauma-informed, culturally responsive domestic violence services and prevention efforts. A diverse catalog of trainings is available to certified centers and other agencies involved in domestic violence, dating violence and stalking, including: Empowerment-based Advocacy; Lethality Assessment and Safety Planning; Advanced Domestic Violence Training for Law Enforcement Series; Domestic Violence in the Military; Human Trafficking; Sexual Assault Within the Context of Domestic Violence; Advocacy, Technology, and Safety; Medical Advocacy; Primary Prevention of Domestic Violence; Diversity and Cultural Competency; Domestic Violence in LGBTQ Communities; Building Coordinated Community Response Efforts; Effective Communication with Deaf or Hard-of-Hearing Victims; Domestic Violence in Later Life; Working with Survivors Living with Mental Health Complexities; Organizing in Rural Communities to Prevent Domestic Violence; and Co-occurrence of Domestic Violence and Child Welfare.

An advanced training series is also available for certified domestic violence center executive leadership and Boards of Directors to provide updates on legal, legislative and management issues unique to these professional roles. Centers are

required to provide training to all incoming board members on domestic violence service provision and board governance practices. The Provider will be responsible to assist centers with the development of this curriculum at the request of the center's executive leadership.

C-2.3. Technical Assistance

DVP requires an array of technical assistance programming for certified domestic violence centers and other providers, ranging from telephonic, video and onsite engagements that may occur once or over several events. The purpose of any technical assistance provision is to provide tailored guidance to assist a provider in developing and implementing programs, problem-solving unique internal or local domestic violence related issues, and supporting emergent crises. Comprehensive technical assistance seeks to understand the current needs of victims, the provider and the community in order to aid in the resolution of any predicament or advancement of programming.

C-2.4. Statewide Initiatives

C-2.4.1. Specialized training and technical assistance is available within statewide initiatives developed and implemented through various partnerships. These unique programs offer opportunities for coordination between stakeholders to invest in the enhancement of domestic violence services throughout Florida. Statewide initiatives are often the result of intensive collaboration through Domestic Violence Fatality Review recommendations, needs assessments and STOP implementation planning.

C-2.4.2. The awarded Provider will oversee several initiatives that are designed to support domestic violence providers and other stakeholders in the coordination of services, identification and resolution of emerging issues, and development of best practice service provision when working with victims and their children. DVP supports efforts to improve domestic violence intervention and prevention in Florida by ensuring cross-coordinated, best practice solutions are implemented and sustained through a robust training and technical assistance program.

C-2.5. Child Welfare Initiatives

C-2.5.1. Protecting children from the effects of domestic violence is a mutual priority of the Office of the Attorney General (OAG), certified domestic violence centers and the Department of Children and Families. "Intimate partner violence threatens child" is one of the most prevalent maltreatment offenses reported to the Statewide Florida Abuse Hotline. Recognizing that children in the foster care system often experience substandard life outcomes, the partners created this groundbreaking program designed to provide a coordinated community response for families experiencing the co-occurrence of domestic violence and child abuse by co-locating domestic violence advocates within regional Child Protection Investigation (CPI) Units. These co-located advocates provide consultation to child welfare professionals, support and referral services to victims, and coordination with community partners to develop strategies to improve collaboration and resolve barriers for families. This immediate intervention, sometimes within hours of a child abuse report, helps to stabilize crisis and increase safety in the home. The ultimate goal of this statewide project is to bridge the gap between child welfare and domestic violence service providers to enhance family safety and to create permanency for children by focusing on keeping the child safe in the home with the non-offending parent, while increasing perpetrator accountability measures and strategies.

C-2.5.2. The CPI Project was conceived and implemented with the creation of seven pilot sites. Four additional sites were added in 2011, three of which focused on providing linguistically and culturally specific services. In 2014, the Governor and Legislature provided \$2 million to expand the highly successful CPI Project. This appropriation allowed for expansion to 45 counties where a high volume of domestic violence-related child maltreatment removals occur. In 2015, the Legislature again prioritized victim and child safety by allocating an additional \$2 million to expand the CPI Project to all 67 counties in Florida.

C-2.6. Economic Justice Initiative

C-2.6.1. The mission of the Economic Justice Initiative is to provide training, information and resources to address the economic conditions that create barriers to the long-term independence and safety of victims and their children. Financial instability is one of the largest obstacles for victims seeking safety and one of the reasons that victims most

often give for why they stay or have returned to their abuser. The ability to survive financially without the abuser presents challenges, whether it be due to loss of income, a place to live, childcare, healthcare or other money issues, including maintaining access to credit. Advocating for economic justice strategies can improve the many social conditions that prevent safety for victims.

C-2.6.2. The Office of the Attorney General currently funds Economic Empowerment advocates at 29 of Florida's certified domestic violence centers to focus on addressing financial abuse and provide the opportunity for Florida's centers to implement economic empowerment programming for victims. The local programs promote financial literacy and financial freedom from the abuser by working with victims to create financial plans, open bank accounts, implement matched savings programs, provide economic advocacy, and gain access to Earned Income Tax Credits. As a result, victims develop opportunities to effectively meet individual financial goals by taking advantage of microloans, micro enterprises, or matched savings/Individual Developmental accounts provided by the participating domestic violence centers.

C-2.6.3. In addition to economic empowerment training and technical assistance, the awarded Provider will support implementation of VAWA housing protections and identify additional resources for victims. Affordable housing is a complex challenge for many victims of domestic violence, and DVP is committed to exploring innovative strategies to address this issue.

C-2.7. Homicide Reduction

Federal and state funding programs seek to prevent domestic violence homicides. Florida maintains several initiatives toward this end, including comprehensive fatality review programming, law enforcement engagement projects and programming to increase awareness of evidence-based risk indicators to homicide.

C-2.7.1. Fatality Review

Since 2009, Florida has sustained an active statewide fatality review team in partnership with the Office of the Attorney General and Department of Children and Families or its designee. The purpose of the Florida Attorney General's Statewide Domestic Violence Fatality Review Team is to identify systemic gaps and recommend systemic changes to help victims and their children stay safe by increasing measures of perpetrator accountability. The team meets annually to conduct a comprehensive review of a domestic violence related homicide with the goal of closing system gaps and ultimately preventing domestic violence related deaths. Team membership is comprised of representatives from various entities that have contact with victims, their children and perpetrators such as the court system, law enforcement, probation, parole, batterer intervention programs, faith-based organizations, certified domestic violence centers, legal providers, healthcare providers and the defense bar. The Provider will not oversee the Statewide Fatality Review Team but is anticipated to provide training and technical assistance to Florida's local fatality review teams.

C-2.7.2. InVEST

C-2.7.2.1. The Intimate Violence Enhanced Service Team (InVEST) is a coordinated community response effort intended to reduce the number of intimate partner homicides in each participating county in Florida. InVEST is designed to encourage local law enforcement agencies and their community partners to treat domestic violence, dating violence, sexual assault and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system. The certified domestic violence center and partnering law enforcement agency enter into a collaborative relationship to simultaneously increase the domestic violence services offered to victims as well as perpetrator accountability throughout the criminal and civil justice process which includes engaging in daily collaborative reviews of police reports in order to determine potential high risk domestic violence cases and to make contact with victims to determine if they are interested in participating in the program. This partnership heavily relies on the commitment of certified domestic violence centers, law enforcement, and other allied partners to establish working relationships and procedures that can best contribute to the reduction of intimate partner homicides in their community. The Provider will complete training and technical assistance to partners involved in the project including, but not limited to, domestic violence advocates, law enforcement officers, prosecutors, judges, and parole/probation officers to identify high-risk indicators for

intimate partner homicide, investigations, and prosecutions of domestic violence perpetrators, and how to engage in victim-centered practices to create communities of safety.

C-2.7.2.2. Important Note: Law enforcement officers play a critical role in responding to domestic violence, often as the first professional interacting with a victim, even though initial contact with officers is more likely to occur after multiple incidents of violence at the hands of the perpetrator. Advanced Law Enforcement Trainings emphasize evidence-based prosecution and seek to focus on the crime and its impact, without relying on the victim's participation in the prosecution. Danger for victims often escalates when pursuing legal remedies through the criminal justice system.

C-2.8. Rural and Underserved

C-2.8.1. Florida's Rural and Underserved Initiatives are designed to enhance the safety of domestic violence victims and their children by addressing these barriers through a community organizing model whereby service providers, courts, and law enforcement partners explore and implement strategies that provide meaningful, culturally appropriate responses for victims residing in rural communities and/or who are otherwise underserved, whether by race, language barriers, gender identity and sexual orientation, disability, age, or immigration status. The projects create a unique opportunity for Florida communities to increase the resources, services, and advocacy available, as well strengthening batterer accountability within communities.

C-2.8.2. Victims residing in rural areas face unique challenges to receiving appropriate service provision. The geographic isolation, economic structure, strong social and cultural pressures, and lack of available services significantly compound the problems confronted by those seeking support and services to end the violence in their lives. While rural communities as a whole face significant economic, geographic, and service barriers that make it difficult to create, strengthen, maintain, or expand victim assistance services.

C-2.8.3. The Department administered a survey throughout Florida, as a part of the 2017 VAWA STOP implementation planning process, in which 256 multi-disciplinary respondents indicated the most pressing needs related to the following underserved Florida populations: Native American, Farmworkers, and Haitian populations. Additional Survivor Listening Project responses identified that African American/Black victims are marginalized due to fear of law enforcement and reprisals that may exist for reaching out to emergency assistance when they are experiencing domestic violence. Victims who are immigrants also express fear of deportation and that their partner may contact law enforcement, have their children removed, or report them to immigration officials. Although Florida service providers intend to serve all victims of domestic violence, understanding the barriers and unique challenges, as well as the strengths of each underserved/unserved community is a priority to enhance programming. The Provider is anticipated to provide training and technical assistance on specific individualized programs to serve rural and underserved/unserved communities with limited resources, both in urban and rural areas.

C-2.9. Primary Prevention Programming

Primary prevention can be described as any action, strategy or policy that prevents intimate partner violence (IPV) from initially occurring. DVP seeks to reduce the overall likelihood that anyone will become a victim or a perpetrator by utilizing evidence-based social change models that create conditions to make violence less likely to occur. While prevention programming seeks to obviate victimization and perpetration, primary prevention efforts focus on perpetrators' violent behaviors. Prevention efforts seek to change not only individual attitudes, behaviors, and beliefs, but also the social conditions that make violence likely to occur. Prevention programming increases structures and supports that make equitable, healthy relationships more likely, such as the social valuing of nurturing relationships, supportive, connected programs, services, and communities that emphasize resiliency and equity. The Provider will provide training and technical assistance on prevention efforts that include youth leadership, community partnerships, and social change strategies.

C-3. LEGAL SERVICES

Through the annual Survivor Listening Project, victims consistently identify access to free civil legal services as a critical unmet need to enable them to separate from, achieve economic independence, and remain safely separated from

abusers. The DVP endeavors to meet this need statewide through contractual and other collaborations with legal services providers and certified domestic violence centers to provide legal advice and representation to victims seeking civil injunctions for protection, and in family law (divorce, paternity, custody, and child and spousal support), housing, credit repair, public benefits, immigration, dependency and other civil legal matters. Management of the Injunction for Protection Project attorneys and Legal Services to Domestic Violence Centers will be awarded through this contract.

C-3.1. Injunction for Protection Project

C-3.1.1. During fiscal year 2018-2019, Florida's Office of the State Courts Administrator reported that victims filed 48,798 domestic violence, 3,670 dating violence, 1,451 sexual violence and 21,511 stalking injunction petitions. Seeking a civil injunction for protection is often the first step taken by victims to ask the court system to stop the violence. Civil injunctions for protection play a critical role in a coordinated community response to preventing domestic violence. However, the majority of victims complete the extensive injunction petitions without the assistance of a lawyer. As a result, temporary injunctions are often denied solely because the pro se petitioner did not include required information or documents and not because the petition is without merit. Even when the petitioner obtains a temporary injunction, victims in listening groups said that the batterer often threatened them if they moved forward with the injunction or that they feared facing the batterer at a final hearing without a lawyer so much so that they would voluntarily dismiss the injunction.

C-3.1.2. To address this gap in legal services, in 2016, the Florida Office of the Attorney General allocated Victims of Crime Act (VOCA) funds to implement the Injunction for Protection (IFP) Project. The IFP Project addresses the critical need for victims to have legal representation when filing *ex parte* petitions and at final injunction, ancillary, modification, and violation hearings. Legal representation ensures courts have all evidence necessary to determine whether to issue a temporary and final injunction, provide ancillary relief such as financial support, modify an existing injunction and hold perpetrators in contempt for injunction violations. Currently, 29 certified domestic violence centers receive funding for 80 IFP Project Attorneys and 15 IFP paralegals. IFP attorneys execute MOUs and develop informal collaborations with community partners for client referrals, including law enforcement, clerks of court, health care providers, and the state attorney. In federal fiscal year 2019-2020, IFP Project attorneys/paralegals provided legal services to 14,702 victims, information/referrals to 8,430 victims and victim compensation information to 4,830 victims.

C-3.1.3. The Provider will maintain a minimum of two Managing Attorneys and contracts with a legal consultant to oversee the legal work of the IFP attorneys statewide through a Memorandum of Understanding. The Managing Attorneys provide electronic and telephonic research and litigation support, on-site technical assistance including observation of the attorneys in court proceedings, and coordinate webinars, learning exchanges and other training opportunities. The Managing Attorneys review IFP attorney monthly reports and track data to identify statewide trends, effective interventions and barriers victims face when seeking injunctions for protection.

C-3.2. Legal Advice to Certified Domestic Violence Centers

C-3.2.1. The Provider will provide or contract with attorneys to provide certified domestic violence centers with legal advice regarding: (i) compliance with state and federal confidentiality and privilege laws that govern release of confidential victim information; and (ii) compliance with state and federal employment laws and personnel issues. Not-for-profit certified domestic violence centers do not have funds to hire private attorneys to assist them with these critical legal matters. The awarded Provider shall provide these legal services to enhance the centers' ability to effectively serve victims.

C-3.2.2. Note on Legal Services: Legal advice relating to confidentiality and privilege includes assistance with responding to or objecting to subpoenas for confidential victim records and for center employee testimony in court and at depositions, reviewing releases of information, and preparing center employees for testimony. Legal advice relating to employment law includes ensuring compliance with the ADA, the EEOC, and other applicable state and federal laws, reviewing corrective action plans for employees, and providing guidance when terminating employees.

C-3.3. Collaboration with other Legal Project Partners

In addition to the aforementioned programs, the Department's STOP Implementation Plan supports several other legal projects that require partnership with the awarded Provider. It is also anticipated that the Provider will identify and apply for other funding opportunities to leverage existing funds to increase the breadth of civil legal services available to victims. Current projects are highlighted below.

C-3.3.1. Legal Clearinghouse Project

Established in 1997, the STOP-funded Legal Clearinghouse (LCH) Project partners certified domestic violence centers with their local legal aid/legal services providers who represent victims at injunction for protection final hearings and provide legal advice to victims in immigration matters. The LCH Project was expanded in 2017 to include providing legal representation in housing, public benefits, and credit repair matters. DVP attorneys provide monthly case law updates, research and litigation support, and develop resources and training opportunities for these LCH providers.

C-3.3.2. Parent Attorney Project

The Parent Attorney Project is a STOP-funded pilot project implemented in 2017 to staff a full-time attorney at a certified domestic violence center to represent victims of domestic violence involved in the child welfare system. The goal of the project is to reduce the number of children removed from non-offending victims of domestic violence. The parent attorney provides representation as early as possible in the abuse investigation to advocate for services to permit the children to remain safely with victims, to advocate for interventions to hold batterers accountable, and to provide representation to victims in dependency related proceedings. Early appointment of attorneys for parents involved with the child welfare system has been identified as critical to children remaining safely at home with non-offending parents. See Edwards, Leonard (Judge ret), Representation of Parents and Children in Abuse and Neglect Cases: The Importance of Early Appointment, *Juvenile Family Court Journal*, (Spring 2012). Since project implementation, the Parent Attorney has represented 120 non-offending victims in child welfare and dependency proceedings. The DVP has received numerous inquiries from other Florida jurisdictions regarding replicating the Parent Attorney Project.

C-3.3.3. Domestic Violence Legal Hotline

DVP partners with Florida Legal Services, Inc. to operate the Domestic Violence Legal Hotline as part of Florida's statewide domestic violence crisis response. Callers to the hotline may access hotline attorneys who have extensive expertise in domestic violence issues and will answer victims' legal questions about injunctions, divorce, custody, paternity and other family law matters, immigration, housing and other legal issues, and make referrals to legal services/legal aid organizations. Translation services are available to callers, and in addition to English and Spanish, during the past year hotline attorneys have provided legal advice to victims who speak Italian, Mandarin, Hungarian, Russian, and a Guatemalan dialect of Ki-chi. Legal hotline attorneys respond to over 4,600 calls from victims each year.

C-3.3.4. Holistic Legal Services Projects

Using both STOP funding and funding from competitive grant awards such as the Department of Justice Legal Assistance for Victims (LAV) grant, DVP and certified domestic violence centers have partnered with legal aid providers around the state to offer holistic legal services to victims. Holistic civil legal representation means that victims receive legal assistance, preferably from one attorney, for all of their identified legal needs to increase their safety and enable them to achieve economic independence. Victims have a wide range of legal needs for both themselves and for their children, including divorce/custody, paternity, child and spousal support, immigration, housing, injunctions for protection, public benefits, and other matters. Many of these holistic legal services projects have focused on serving victims in underserved rural communities and victims from underserved Latino, Haitian, and other immigrant, LGBTQ and elder populations.

C-4. FLORIDA DOMESTIC VIOLENCE HOTLINE

The Florida Domestic Violence Hotline (Hotline) is instrumental to ensuring victims of domestic violence have 24-hour access to a confidential domestic violence hotline to provide immediate crisis support, safety planning, and assistance connecting to certified domestic violence centers and other domestic violence resources. As a trilingual hotline, English, Spanish and Haitian-Creole speaking advocates are available to respond to callers in their preferred language.

C-4.1. Operations

The Hotline call center operates through a dedicated switchboard utilizing call center software. Callers receive an initial prompt, allowing them to choose their preferred language (English, Spanish, Creole) and are invited to connect with the Domestic Violence Legal Hotline or stay on the line to speak with a domestic violence advocate. The Hotline currently employs six dedicated advocates and a Hotline Manager for 24-hour coverage. Training program staff are utilized for support of the hotline, assisting in coverage on an as-needed basis.

C-4.2. Language Access

In addition to employing advocates who speak English, Spanish and Creole, the Hotline utilizes a language line that provides interpreters from over 100 languages. The line is available for telephonic support to advocates on the statewide and center hotlines, as well as the legal hotline. Language is a primary consideration for domestic violence programs, specifically in partnering within farmworker and agricultural communities. Although much of Florida is recognized as a bilingual (Spanish and English) state, communities have begun to recognize the need for language access with Indigenous Latin American communities.

C-4.3. Hotline Technical Assistance and Crisis Coordination

Centers who are experiencing outages on their local hotline are able to transfer their lines to the Hotline to ensure that victims are still able to connect with needed services and crisis support. During hurricane season, centers utilize this option while under warnings or evacuation orders. Centers are also able to complete a transfer when there is a critical incident in shelter, allowing the advocates to focus on addressing crisis needs. The Hotline team provides training and technical assistance to center advocates in need of this service and assists with over 75 temporary transfers each year. Transfers range from several hours to, in the case of hurricane damage, several months. While the local hotline is transferred, Hotline advocates provide immediate support, information and connection to alternative centers as needed. In emergencies, they are able to put a victim in contact with an advocate at the center experiencing the outage and/or a nearby sister center to ensure victims immediate needs are met.

C-4.4. Addressing Victim Resources

C-4.4.1. Another critical service provided on the Hotline is support to victims who have been unable to gain access to services in their local area. Victims often receive the Hotline phone number as one of many available resources while seeking shelter or assessing other plans for safety. The Hotline also assists victims who were unable to gain access to services in their local communities through direct communication with designated center staff about the victims' needs and services that may be utilized by the victim.

C-4.4.2. Although many victims choose to stay in the area they currently reside, it is not uncommon for a victim to feel it is necessary to flee the current location as a safety precaution. It can be an additional challenge for victims in this circumstance to find services out of the area. The Hotline regularly provides ongoing advocacy for such situations, working closely with victims and coordinating with centers on gaining access to services. The Hotline has also assisted law enforcement officers to help find available shelter space when the center in their immediate area is at full capacity or for some reason cannot be reached.

C-4.4.3. Additionally, the Hotline receives calls from victims dissatisfied with the services they received from a certified domestic violence center, including situations such as, victims asked to exit shelter before they have a plan to do so; claims of discrimination in services; or concerns regarding inadequate service provision. Many of these calls are sent to the DVP's Quality Assurance department to address as formal complaints. However, Hotline staff regularly work with the victim and the center to ensure the continuation of services in the local area whenever possible.

C-5. ADMINISTRATIVE TASKS

The Provider is responsible for completing all tasks without requesting fees for service in any service area (training and technical assistance, legal services, Florida Domestic Violence Hotline operations). All services shall be rendered from a supportive crisis intervention model that promotes advocacy and empowerment-based solutions. Clinical therapeutic intervention for victims of domestic violence is not considered an appropriate approach to victim services.

C-5.1. Training and Technical Assistance Tasks

- C-5.1.1.** Provider is responsible for the creation and delivery of all training materials including materials for general training, statewide initiatives and the Core Competency for New Advocates and Train the Trainer curriculums.
- C-5.1.2.** Provider is responsible for the development of training material specifically addressing the emerging needs of executive leadership and boards.
- C-5.1.3.** Provider is responsible for maintaining documentation of all trainings and technical assistance events completed, including agendas and sign-in sheets. Back up documentation will be provided to the Department on a monthly basis.
- C-5.1.4.** Provider will ask participants to complete evaluations of all trainings conducted to demonstrate the effectiveness of the training. Provider will report the results of evaluations in its monthly reports to the Department.
- C-5.1.5.** Provider is responsible for providing a calendar of events to the public that includes allowance for accommodations with registration.
- C-5.1.6.** Provider will provide certificates of completion to all training participants.
- C-5.1.7.** Provider is responsible for the maintenance of current statewide initiatives (Economic Justice, Rural and Underserved, Primary Prevention Programming, Homicide Reduction and Child Welfare) and development and implementation of new statewide initiatives.
- C-5.1.7.1.** Provider shall attend scheduled statewide domestic violence planning meetings at the request of the Department. The Provider shall be present at, shall participate in, and shall collaborate with other social service agencies at the meetings.

C-5.2. Legal Service Tasks

- C-5.2.1.** Provider is responsible for annual updates to the Certified Domestic Violence Center Confidentiality and Privilege Manual.
- C-5.2.2.** Provider is responsible for providing periodic updates to certified domestic violence centers on state and federal employment law issues and changes to current law.
- C-5.2.3.** Provider is responsible for providing monthly case law updates to IFP attorneys and the Department’s civil legal services providers.
- C-5.2.4.** Provider is responsible for providing a minimum of one technical assistance site visit per year to the IFP attorneys at each IFP Project location.
- C-5.2.5.** Provider is responsible for reviewing monthly reports submitted by IFP Project attorneys and compiling quarterly reports on statewide trends, barriers, and other information impacting survivors seeking civil injunctions for protection.
- C-5.2.6.** Provider is responsible for reviewing and approving monthly/quarterly reports submitted by civil legal service provider subcontractors.
- C-5.2.7.** Provider is responsible for contracting with speakers and applying for Continuing Legal Education credits for trainings provided to the IFP attorneys and other lawyers.
- C-5.2.8.** Provider is responsible for maintaining documentation of all trainings and technical assistance events, including agendas and sign-in sheets. Back up documentation will be provided to the Department on a monthly basis.
- C-5.2.9.** Provider will ask participants to complete evaluations of all trainings conducted to demonstrate the effectiveness of the training. Provider will report the results of evaluations in its monthly reports to the Department.

C-5.3. Florida Domestic Violence Hotline Tasks

- C-5.3.1.** Provider will maintain a confidential database record of all calls completed on the hotline.

- C-5.3.2.** Provider will maintain an updated referral database of local and statewide resources for callers.
- C-5.3.3.** Provider will complete an annual report describing at minimum, the number of calls received, type of call, who called, location of callers by county, languages of callers by location and types of referrals made. Due to the nature of the crisis intervention calls, the Provider shall not make caller demographics a requirement, but may ask for callers' voluntary participation in providing demographics.
- C-5.3.4.** Provider must maintain protocols and procedures addressing the unique needs of crisis intervention for the populations who may call the hotline.
- C-5.3.5.** Provider will provide the Department with the schedule of training required by all staff who answer calls on the hotline.

C-5.4. Domestic Violence Workplace Policy

The Provider must have zero tolerance for stalking, domestic, dating and sexual violence on the part of its employees. The Provider must be as vigorous in its response to suspected crimes on the part of its own employees as it is to all other domestic, dating, sexual violence and stalking crimes. The Provider shall also uphold its duty to the employees who are victims of stalking, domestic, dating and sexual violence in terms of providing employee assistance; preventing harm to self or family; and continuing employment where appropriate, safe and within the Provider agency guidelines and the law.

C-5.5. Staffing Levels

- C-5.5.1.** The Provider shall ensure adequate program staffing for technical, administrative, and clerical support. The Provider shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities.
- C-5.5.2.** The staffing levels that the Provider includes in the budget (**APPENDIX V and APPENDIX VI**) shall be sustained throughout the resulting contract term(s). In the event the Department determines that the Provider's staffing levels do not conform to those set forth in the project budget summary, it will advise the Provider in writing and the Provider shall have 30 calendar days to remedy the identified staffing deficiencies.
- C-5.5.3.** The Provider must have the capacity and flexibility to efficiently hire new qualified staff members as necessary.
- C-5.5.4.** Staff should be representative of the populations served under this contract.

C-5.6. Staff Changes

The Provider may make staffing changes for those staff funded either in whole or in part with funds from any resulting contract only with the prior notification of the Department. If an approved employee separates from the project, then the Provider shall replace any employee whose continued presence would be detrimental to the success of the project with an employee of equal or superior qualifications.

C-5.6.1. Personnel

- C-5.6.1.1.** The Provider shall maintain a personnel file for each employee performing services. The file shall include at a minimum:
 - C-5.6.1.1.1.** Any attestation form or certificate of completion required by Section 19 .b. herein;
 - C-5.6.1.1.2.** W-4 information;
 - C-5.6.1.1.3.** I-9 Form; and
 - C-5.6.1.1.4.** Performance evaluations
 - C-5.6.1.1.5.** Additionally, the Provider shall maintain the following documents:
 - C-5.6.1.1.6.** Employment application/resume

- C-5.6.1.1.7. Reference checks
- C-5.6.1.1.8. Signed/dated position descriptions
- C-5.6.1.1.9. Valid driver’s license as applicable to the position
 - C-5.6.1.1.10. Proof of education/credentials
 - C-5.6.1.1.11. Signed/dated policy and procedure acknowledgement
 - C-5.6.1.1.12. Signed/dated employee handbook acknowledgement
 - C-5.6.1.1.13. Signed/dated confidentiality statement
 - C-5.6.1.1.14. Signed/dated drug-free workplace statement
 - C-5.6.1.1.15. Documentation of required new hire and annual trainings

C-5.6.2. The Provider must maintain with respect to each employee, either in the employee's personnel file, or in a separate file, verification, using E-Verify, of employment eligibility of all new employees performing services.

C-5.6.3. Provider shall enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees. Employees assigned to the awarded contract means all persons employed or assigned by the Provider during the contract term to perform work pursuant to this contract within the United States and its territories. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Website: <http://www.dhs.gov/E-Verify> .

C-5.6.4. Evidence of the use of the E-Verify program will be maintained in the employee's personnel file.

C-5.7. Professional Qualifications

C-5.7.1. Professional and paraprofessional staff shall be qualified, as detailed in the job description, in a field appropriate to the services being provided under the resulting contract.

C-5.7.2. The Provider shall require a security background screening and five-year employment rescreening in accordance with Chapter 435, F.S., for all program personnel, mentors, and volunteers who work with clients under age 18 served by the Provider. Security background investigation documentation shall be maintained on file with the Provider’s employment records.

C-5.7.3. The Provider shall maintain staff for data and quality management functions who possess experience with computer-based information systems, technical assistance, and knowledge of the organization's system design. The Department reserves the right to request the resumes of data staff to ensure qualifications are appropriate for the position.

C-5.7.4. For legal services, the Provider shall have on staff or subcontract with Florida licensed attorney(s) who are members in good standing with the Florida Bar. For legal services, any paralegals or law school interns assigned to tasks related to any resulting contract must meet the minimum standards outlined below:

C-5.7.5. A law school intern certified by the Florida Bar or law school graduate from an accredited law school and working under the supervision of a Florida licensed attorney.

C-5.8. Subcontractors

C-5.8.1. The Provider shall include in all appropriate subcontract agreements: a detailed scope of work; clear and specific deliverables; performance standards; sanctions for nonperformance; programmatic monitoring requirements; fiscal monitoring requirements; and detailed documentation requirements.

C-5.8.2. The Provider’s monitoring procedures for its subcontracts shall be structured to ensure the satisfactory delivery of services as well as the appropriate expenditure of funds.

C-5.8.3. The Provider shall ensure that it operates in accordance with Uniform Grant Guidance. More information can be found in Section 3.2.2 and 4.2.6.

C-5.9. Records Retention

C-5.9.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department

C-5.9.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or the date an audit report is issued, whichever period is longer, or for such other longer period when required by law or the Rules Regulating the Florida Bar. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department

C-5.9.3. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this contract and the required retention period.

C-5.9.4. At all reasonable times for as long as records are maintained, the Department, the Federal grantor agency, or persons duly authorized by the Department, the Department, the Chief Financial Officer, the Auditor General of the State of Florida, and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

C-5.9.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Department's Office of the Inspector General (section 20.055, F.S.).

C-5.9.6. No record required to be retained under this section may be withheld from the Domestic Violence Program Office, the Department or the Office of the Inspector General, nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from the Public Records Act or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

C-5.9.7. The Provider shall ensure that audit working papers are made available to the Department, the Department or its designee, the Chief Financial Officer of the State of Florida, or Florida's Auditor General upon request for a period of three years from the date an audit report is issued, unless extended in writing by the Department.

C-5.9.8. The Provider must allow public access to all documents, papers, letters or other public records as defined in subsection 119.011(12), F.S., and as prescribed by subsection 119.07(1), F.S., made or received by the Provider except that public records which are made confidential by law must be protected from disclosure.

C-5.10. Monitoring Requirements

C-5.10.1. The Provider will be monitored in accordance with Children and Families Operating Procedure 75-8 (CFOP 75-8), Contract Monitoring Operating Procedures, a copy of which may be obtained from the contact person listed in **Section 1.4.**

C-5.10.2. The Provider will be monitored on its performance of all tasks and special provisions of any resulting contract.

C-5.10.3. The Provider's actual expenditure report is subject to monitoring for accuracy and compliance with federal or state financial regulations.

C-5.11. Minimum Financial Specifications

The selected Provider(s) shall be compensated in the manner set forth in **APPENDIX IX–STANDARD CONTRACT PART 2** in accordance with all terms therein.

C-5.12. Funding Sources

This project is funded through the State of Florida general revenue and domestic violence trust funds. In the event that funding is made available from other sources, the Department reserves the right to utilize available funding in the best interest of the State.

C-5.13. Allowable Costs

Only costs that are allowable are permitted under this contract. In the Provider’s reply, the Provider shall include only those costs identified as allowable costs in accordance with the appropriate federal regulations governing cost principles and audit requirements for federal awards. See 2 C.F.R. Chapters I and II, Parts 200, 215, 220, 225, and 230 as applicable. Office of Management and Budget (OMB) Circulars A-21, A-87, A-110, and A-122 were superseded, 78 FR 78590-01 (Dec. 2013). The Provider shall be cognizant of these regulations when completing the Line Item Budget, the Budget Narrative, the Budget Worksheet, and the Cost Allocation Plan (See **Section 4.3.3**). There shall be no funds awarded or associated with any resulting contract for start-up or readiness activities. Such costs will be borne exclusively by the successful Provider.

C-5.14. Provider Registration to MyFloridaMarketPlace (MFMP)

To be compensated, each Provider doing business with the State must register in the MFMP system and pay the required transaction fees, unless exempted under Rule 60A-1.031, F.A.C. Providers not subject to registration requirements should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply; however, proof of registration or exemption must be provided prior to execution of any resulting contract.

C-5.15. No Cost-of-Living Increases

The Department does not fund Cost-of-Living increases.

C-5.16. Composition of the Contract

The contract awarded as a result of this solicitation will be composed of:

C-5.17. Department’s Standard Contract

The Department’s Standard Contract Part 1 contains general contract terms and conditions required by the Department for all Providers. In addition, the Department’s Standard Contract Part 2 contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

C-5.18. Form PUR 1000

Form PUR 1000 is incorporated by reference into the Department’s Standard Contract. In the event of any conflict between Form PUR 1000 and this solicitation, the terms of this solicitation shall take precedence over Form PUR 1000, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1000 shall take precedence. Form PUR 1000 is available at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

C-6. STANDARD CONTRACT REQUIREMENTS

Provider will perform all acts and services required and detailed in the Standard Contract and Supplemental Contract.

EXHIBIT D – DELIVERABLES

D-1. Service Units

A service unit is completion and delivery of all tasks and activities as documented through completion and delivery of the Project Deliverables Plan and Monthly Activity Report (PDPMAR), **Exhibit G**. Deliverables will be defined through negotiation and in accordance with the ITN solicitation.

D-2. Records and Documentation

The Provider shall maintain enough documentation to provide evidence of service delivery in accordance with this Contract and provisions of state and federal laws.

D-3. Reports & Plans

The list of reports and plans to be completed by the Provider, including the time frame for their final due dates, frequency, and format are all specified in Attachment 2, Reports & Plans.

D-4. Department Determinations

Subject to the provisions of Section 32 of the Standard Contract and A-6.2., Dispute Resolution, the Department has the sole right to assess and determine the completeness and acceptability of services, reports and fiscal records according to the terms of this Contract.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES

E-1. MINIMUM PERFORMANCE MEASURES

E-1.1. Performance Specifications

Upon execution of this Contract, the Provider hereby acknowledges and agrees that its performance under this Contract must meet the measures established in negotiation of the contract. The Department will provide for graduated penalties for failure to comply with contract terms. Such penalties may include financial penalties, enhanced monitoring and reporting, corrective action plans, and early termination of contracts or other appropriate action to ensure contract compliance. Established financial consequences are in Section E-1.6. The Department may assess financial consequences in addition to those in Section E-1.6. The Provider shall be required to meet performance measures whether services are performed directly or performed by a subcontractor. The Provider shall demonstrate progress throughout the state fiscal year and will be required to be functioning in compliance with each performance measure. Nothing in this section shall be interpreted to mean that performance measures are the only measures for which the Provider shall be responsible. The Department reserves the right to modify or add any performance measures which are required by federal and state funding sources to comply with federal and state requirements.

Any modifications or additions will only be accomplished through formal amendment to this Contract.

If the Provider fails to meet the following measures, the Department, at its exclusive option, may allow up to six months for the Provider to achieve compliance with the measures. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department. If the Provider can prove to the satisfaction of the Department that the performance measures were not met due to extenuating circumstances outside of the Provider's control, then the deficiency will not be adversely factored into the numerical level of achievement for such performance measure(s).

E-1.2. Performance Evaluation Methodology

Performance measures will be defined through negotiation and in accordance with the ITN solicitation. The below examples of performance measures may be considered in addition to those identified in the Provider application.

E-1.3. Minimum Performance Measures

Ref#	Measure Description	Standard	Report Period
1	Training Example: Training attendees with an increase in knowledge of domestic violence in post-training evaluation.	98%	monthly
2	Hotline Example: Survivors who call the Florida Domestic Violence Hotline that receive safety planning.	95%	monthly
3	Legal Services Example: IFP attorneys seeking research and litigation support from the Managing Attorneys that receive research and litigation support.	95%	monthly

E-1.4. Corrective Action Plans

If the Provider fails to meet the required performance measures, or if efforts in monitoring detect deficiencies by the Provider, the Department may require the Provider to develop and implement a Corrective Action Plan. Within ten days of the Department's notification of the deficiency, the Department may request the Provider to develop a Corrective Action Plan which shall outline all the documented deficiencies, the timetable to correct the deficiencies (not to exceed six months, unless otherwise specified), and establish a schedule for reporting the progress toward correcting the deficiencies. All communications regarding the Corrective Action Plan will flow between the CM for the Department and the CM for the Provider. If the performance measures are not corrected within the allotted time frame, the Department may apply financial consequences, as provided in Section E-1.1. of this Contract and may require the Provider adopt best practices or policies the Department determines would address the shortfalls in the performance.

E-1.5 Financial Consequences

The below financial consequences shall be assessed for failure to meet Contract performance, as described in Section E-1.3 and ATTACHMENT 2 – REPORTS & PLANS:

Ref#	Description	Standard	Financial Consequence
1	Training Example: Training attendees with an increase in knowledge of domestic violence in post-training evaluation.	98%	monthly
2	Hotline Example: Survivors who call the Florida Domestic Violence Hotline that receive safety planning.	95%	monthly
3	Legal Services Example: IFP attorneys seeking research and litigation support from the Managing Attorneys that receive research and litigation support.	95%	monthly

EXHIBIT F - METHOD OF PAYMENT

F-1. PAYMENT, INVOICE AND RELATED TERMS

F-1.1. Payment Clause

F-1.1.1. This is a fixed payment, cost reimbursement contract. The Department will pay the Provider for actual costs incurred for the delivery of services provided in accordance with the terms of this Contract, subject to the availability of funds. The Schedule of Funds, which identifies the amount of the federal and state sources, will be amended into this Contract at the beginning of each fiscal year, and the total contract amount will be adjusted accordingly.

F-1.1.2. Renegotiation. State and federal earnings not documented shall be returned to the Department. The Provider understands that several federal sources are capped, and their amounts may not be increased, so that payment for costs more than the funding provided is only available from state funds or other outside funding sources.

F-1.1.3. This Contract is funded by and subject to annual legislative appropriations. Prior to the beginning of each state fiscal year (SFY), the parties will amend this contract to reflect the annual funding levels a corresponding total contract amount and service unit prices effective upon the start of the next SFY.

F-1.2. Cost Reimbursement

F-1.2.1. Costs incurred by the Provider will be reimbursed by Contract funds under the following conditions:

F-1.2.2. All costs incurred by the Provider must be of a type authorized by this Contract, allowable in nature under federal standards and state law, allocable to this Contract, reasonable in amount and prudently incurred in the performance of services under this Contract. Reimbursement shall not be made for any cost resulting from any imprudent or negligent act or omission of the Provider, its agents, employees or subcontractors. Payment of severance due to separation of employment or settlement of employment disputes is limited as described in s. 215.425, F.S., and subject to reasonably and prudently incurred cost principles. Reimbursement remains subject to any contract terms relating to performance and other conditions affecting compensation.

F-1.2.3. Compensation shall be limited to recurring costs normally and prudently incurred in the ordinary course of operations in the delivery of services under this Contract. The Provider shall provide explanation of the percent of funding to be used for all administrative costs under this contract with the annual budget.

F-1.3. Monthly Request for Payment

F-1.3.1. The Provider shall request fixed monthly payments through submission of a properly completed Monthly Request for Payment, **Exhibit H**, within thirty (10) calendar days following the end of the month for which payment is being requested.

F-1.3.2. Payments may be authorized only for service units or the invoice, which are in accord with the above list, and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

F-1.3.3. Notwithstanding the provisions of s. 215.422(1), F.S., the Department shall have ten (10) working days to inspect and approve the Request for Payment.

F-1.4. Quarterly Accounting Records

F-1.4.1. Excluding reporting for the final quarter that is addressed in Section F-1.5.2. below, the Provider will submit a Quarterly Trial Balance and Detailed General Ledger from the Provider's accounting system and any other reports necessary to support expenditures, in total and by cost pool (OCA), with submission of a properly completed Quarterly Financial Report, **Exhibit I**, within thirty (30) calendar days following the end of each quarter. The Detailed General Ledger must be submitted in a flat file format in Excel or another importable format.

F-1.4.2. For the final quarter of the SFY, the Provider shall submit a Quarterly Trial Balance and Detailed General Ledger from the Provider's accounting system and any other reports necessary to support expenditures, in total and by cost pool (OCA), with submission of a properly completed Quarterly Financial Report, **Exhibit I**, within sixty (60) calendar days following the end of the quarter.

F-1.5. Cost Allocation Plan

F-1.5.1. The Provider shall submit an initial Cost Allocation Plan within 30 calendar days of execution and a revised Cost Allocation Plan to the CM annually by August 31, unless otherwise extended in writing by the Department.

F-1.5.2. The Department will review the Cost Allocation Plan and provide written comments within 30 calendar days of submission. The Provider must submit a revised Cost Allocation Plan, addressing any revisions required by the Department within 15 calendar days of the date of the Department's written response, unless extended in writing by the Department.

F-1.5.3. The Provider shall submit a revised Cost Allocation Plan whenever the Provider:

F-1.5.3.1. Experiences a change in the type of funding it receives, whether under this Contract or an outside funding source (for example, when a new OCA is added, when a new outside funding source contributes to the Provider's operational revenue or when an existing funding source is discontinued);

F-1.5.3.2. Makes internal organizational changes that affect the cost allocation methodology; or

F-1.5.3.3. Makes any changes in the allocation of costs relative to funds provided under this Contract and other outside sources.

F-1.5.4. The Provider may request to amend or revise its Cost Allocation Plan at any time during the state fiscal year, in writing to the Department's CM. The Provider shall submit the amended or revised Cost Allocation Plan within 20 calendar days of providing written notification. The Department will review and provide written comments within 15 calendar days of submission. The Provider must submit a revised Cost Allocation Plan, addressing any revisions required by the Department, within 15 calendar days of the date of the Department's written response, unless extended in writing by the Department.

F-1.5.5. The Provider is responsible for documenting federal earnings.

F-1.5.6. The Provider is responsible for documenting state earnings.

F-1.6. Annual Budget

F-1.6.1. The budgeted amount for each fiscal year must be equivalent to the amount identified in the Schedule of Funds for that fiscal year. A new "Annual Budget by Service Category" Form must be submitted by the date for the next payment request following any amendment that revises the Schedule of Funds or as requested by the Department. Any revisions made to the "Annual Budget by Service Category" shall be subject to Department approval. The Department will review and provide any comments within 15 business days of submission. Any budget revisions as required by the Department are to be submitted to the Department's CM within 10 business days of receipt of the Department's comments. Failure to submit an adjusted budget by the date for the next payment following an executed amendment that revises the Schedule of Funds will result in no further payments being made until an adjusted budget is submitted to the Department.

F-1.6.2. The Provider shall post on its website budget and related information as required by s. 409.988(1)(d), F.S., in accordance with guidance provided by the Department that specifies the requirements for the display and detail of this information.

F-1.7. Service Delivery and Expenditure Documentation

The Provider will maintain records that document the proper application of the cost allocation methodology as contained in the Provider's Department-approved Cost Allocation Plan. Expenditure documentation includes, but is not limited to, those expenditures that are allowable, and the Department of Financial Services' Reference Guide for State Expenditures.

F-1.8. Federal or State Audit

The amount of disallowance caused by the Provider's failure to comply with state or federal regulations or the amount of any incorrect claim discovered in any federal or state audit shall be repaid to the Department by the Provider upon discovery unless the Provider can demonstrate a specific reliance on technical assistance from the Department. Prior to such consideration, the Provider must be able to demonstrate that the request for technical assistance was made in writing as a formal request for technical assistance through the appropriate CM, the technical assistance was provided in writing and the technical assistance was the direct cause of the disallowance.

F-1.9. Fees

No fees shall be imposed by the Provider or subcontractors other than those set by the Department.

EXHIBIT G – PROJECT DELIVERABLES PLAN AND MONTHLY ACTIVITY REPORT (PDPMAR)

1. **Report Header.** Include the following information:
 - a. Report Title – Approved Project Deliverables Plan and Monthly Activity Report
 - b. Provider Name and SFY Service Period
 - c. Date of Report
 - d. Contract Number
 - e. Report Service Period
 - f. Report Preparer’s Printed Name and Signature

2. **Report Format.** The Provider shall develop the format of the PDPMAR to include, but not limited to, all of the items identified in this **Exhibit G**. The Provider will work with the Department toward a mutually agreed upon report format that will include delineated deliverables section(s) and delineated reporting sections(s) in order to clearly show what was required and what has been provided.

3. **Section I – Project Deliverables Plan and Reporting Items.** Include monthly and year-to-date reporting on the following:
 - a. All deliverables and items to be completed by the Provider during the applicable SFY, including:
 - i. All training events, work products, and tasks to be completed. List and number each deliverable in titled subcategories.
 - ii. Descriptions of deliverables.
 - iii. Funding source(s) for each subcategory, limiting each subcategory to one funding source to the greatest extent possible.
 - iv. Associated service task number, as listed in **Exhibit C**, for each deliverable.
 - v. Minimum quantity for each deliverable to be completed, distributed and/or provided.
 - b. Monthly and year-to-date completion totals
 - c. Indicator that copies of materials developed for each deliverable was submitted to the Department.
 - d. Indicator that copies of documentation (sign-in sheets, agenda, etc.) for each completed meeting, training, conference call, and webinar event was submitted to the Department.

4. **Section II – Performance Measures.** Include monthly reporting on all performance measures, numbered and written as they appear in **Exhibit E, Section E-1**.

5. **Section III – Narrative Section.** Include additional information and/or data on the following:
 - a. Training events (including webinars) with:
 - i. Number of participants
 - ii. Number of scholarships, as applicable
 - iii. Date(s), training title, and location of event
 - b. Brief status updates on major contract projects and workgroups
 - c. Attendance/presentations at state and national events

- d. Optional, other information not related to the contract that highlights other projects and initiatives the Provider is working on that may be of interest to the Department.

EXHIBIT H – MONTHLY REQUEST FOR PAYMENT

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES (DCF)			
Exhibit H- MONTHLY REQUEST FOR PAYMENT			
Instructions: Complete & submit signed Monthly Request for Payment to your Contract Manager by the 10th of each month. Refer to the contract for payment claim. All deliverables and supporting documentation shall be submitted for payment to be processed timely.			
PROVIDER NAME:			
INVOICE MONTH AND YEAR:			
CONTRACT NUMBER:	LNxxx	INVOICE NUMBER:	MON-YR-DV
FIXED PAYMENT INVOICE AMOUNT	\$0.00		
I certify that the above report is a true and correct reflection of this period's activities, as stipulated by this contract.			
Signature of Provider Agency Official		Date	
For Domestic Violence Program Office (DVPO) Use Only			
Date Invoice Received:			
Date Project Deliverables Plan and Monthly Activity Report Received:			
Date Submitted to ASSC for processing:			
ORG CODE:	OCA:	EO:	OC:
Are additional OCAs required?	YES	Additional budget information is included with this invoice	
YTD Invoicing amount from effective date of current contract	\$	Goods and Services Received: MM/DD/YEAR	
Contract Manager Signature		Date	
Additional comments regarding this invoice:			

EXHIBIT I – QUARTERLY FINANCIAL REPORT FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES (DCF) Exhibit I- QUARTERLY FINANCIAL REPORT

Provider to insert YTD actual costs in column F						
Description	Project Expenditures	Match Expenditures	Current Quarter Total	INSERT YTD Total	Budget Remaining	Required Match YTD
Staffing (wages, salaries, fringe, contracted)	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Materials and Supplies						
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Expenses						
Contracted Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Expenses						
Sub-total MDTC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10% De minimus Allowed						
OR allocated indirect costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Purchase or Rental						
Rental or Use of Space	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Participant Program Expenses						
Total Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Match Expenses		\$0.00				

Signature of Provider Agency Official

Date

ATTACHMENT 2 – REPORTS & PLANS

The forms of the reports listed in this Attachment and associated guides and instructions are incorporated into this Contract by reference. Each report and plan shall be completed and submitted to the Department’s CM by the Provider in accordance with the listed schedule. The current required format for such reports is identified below. A copy of each report submitted in accordance with the schedule below must also be transmitted to the Department electronically. In certain cases, copies of the report and plans shall be emailed to other Department staff. The CM will provide an updated list of the designated person for each role. The CM will notify the Provider in writing of any changes to format or submission requirements. If the due date for a report falls on a holiday or weekend, the report will be due the next business day.

Title	Format and Location	Frequency	Submit To
ADMINISTRATIVE REPORTS & PLANS			
Monthly Request for Payment		10 th day of each month for the previous month’s activities	1 electronic and 1 hard copy
Quarterly Financial Report		30 th day of the month following the end of first three quarters	1 electronic and 1 hard copy
Final Financial Report		60 days following the end of the last quarter	1 electronic and 1 hard copy
Employment Screening Affidavit		Prior to contract execution and annually thereafter	1 electronic and 1 hard copy
PROGRAMMATIC REPORTS & PLANS			
Project Deliverables Plan and Monthly Activity Report		10 th day of each month for the previous month’s activities	1 electronic and 1 hard copy
Activities Narrative Report		10 th day of each month for the previous month’s activities	1 electronic and 1 hard copy
Policies and Procedures		Within 60 days of the contract effective date and annually thereafter	1 electronic and 1 hard copy
Emergency Preparedness Plan		Within 30 days of contract execution and annually thereafter	1 electronic and 1 hard copy

Title	Format and Location	Frequency	Submit To
Support of the Deaf and Hard of Hearing Report		5 th working day of each month	The Office of Civil Rights Form Site: https://fs16.formsite.com/DCFTraining/Monthly-Summary-Report/form_login.html
FEDERAL REPORTING & QUALITY MANAGEMENT			
Civil Rights Checklist	Form CF 946, maintained on the Department's Website.	Annually, no later than May 20th.	Regional EEO contact, and CM
Financial and Compliance Audit and accompanying management letter		Within 180 days following Provider's fiscal year end or within 30 days of Provider's receipt of the audit report, whichever occurs first	1 electronic copy to the CM 1 electronic copy to Inspector General
Inventory Report		30 days prior to completion of Contract and annually thereafter	1 electronic and 1 hard copy
Proof of Liability Insurance		Within 30 days of contract execution and annually thereafter	1 hard copy
Federal Funding Accountability and Transparency Act (FFATA) (DCF Form CF1111)		Prior to contract execution and annually thereafter	1 electronic and 1 hard copy
Quality Management Plan		Prior to contract execution and annually thereafter	1 electronic and hard copy

Note: The information contained in the last column of this Exhibit is administrative information and is subject to change. Changes and corrections may be made to this document without the need for a formal contract amendment.

ATTACHMENT 3 - CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Date: _____

Application or Contract ID Number: _____

Name of Authorized Individual Application or Contractor: _____

Address of Organization: _____

ATTACHMENT 4

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

1. MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500-200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more (\$750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the

Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 (less than \$750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

3. Contract manager for this contract (1 copy)
4. Department of Children & Families (1 electronic copy and management letter, if issued)
 - Office of the Inspector General
 - Single Audit Unit
 - Building 5, Room 237
 - 1317 Winewood Boulevard
 - Tallahassee, FL 32399-0700
 - Email address: HQW.IG.Single.Audit@myflfamilies.com
5. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<https://harvester.census.gov/facweb/>

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

6. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:
 - Auditor General
 - Local Government Audits/342
 - Claude Pepper Building, Room 401
 - 111 West Madison Street
 - Tallahassee, Florida 32399-1450
 - Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1 TO ATTACHMENT 5 – POST-AWARD NOTICE

POST AWARD NOTICE OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE

PROVIDER NAME:

CONTRACT #

PURPOSE: Section .400(d) of OMB Circular A-133, as revised, and s. 215.97(5)(a), F.S., require information about Federal programs and State projects be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

I. FEDERAL FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Specific compliance requirements for Federal funds awarded pursuant to this agreement can be found in OMB Circular A-133, Appendix B: Compliance Supplement at: www.whitehouse.gov/omb/circulars.

II. STATE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

1. MATCHING FUNDS FOR FEDERAL PROGRAMS:

State funds reported above may include maintenance of effort funding. This occurs when a CFDA number is associated with state funds used to meet federal maintenance of effort requirements.

2. STATE FUNDS SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Specific compliance requirements for the State financial assistance awarded pursuant to this agreement can be found in Part Four: State Project Compliance Requirements of the Florida Single Audit Act at www.myflorida.com/myflorida/government/governorinitiatives/fsaa/index.html.

C. STATE FUNDS AWARDED NOT INCLUDED ABOVE:

Compliance requirements applicable to these funds can be found in the contract.

ATTACHMENT 6

This Attachment contains the terms and conditions governing the Provider's access to and use of Protected Health Information and provides the permissible uses and disclosures of protected health information by the Provider, also called "Business Associate."

Section 1. Definitions

1.1 Catch-all definitions:

The following terms used in this Attachment shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

- 1.2.1 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and for purposes of this Attachment shall specifically refer to the Provider.
- 1.2.2 "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and for purposes of this Attachment shall refer to the Department.
- 1.2.3 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.2.4 "Subcontractor" shall generally have the same meaning as the term "subcontractor" at 45 CFR § 160.103 and is defined as an individual to whom a business associate delegates a function, activity, service, other than in the capacity of a member of the workforce of such business associate.

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

- 2.1.1 Not use or disclose protected health information other than as permitted or required by this Attachment or as required by law;
- 2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;
- 2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards,

policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

- 2.1.4 Report to covered entity any use or disclosure of protected health information not provided for by this Attachment of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR § 164.410, and any security incident of which it becomes aware;
- 2.1.5 Notify the Department's Security Officer, Privacy Officer and the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data;
- 2.1.6 Notify the Privacy Officer and Contract Manager within (24) hours of notification by the US Department of Health and Human Services of any investigations, compliance reviews or inquiries by the US Department of Health and Human Services concerning violations of HIPAA (Privacy, Security Breach).
- 2.1.7 Provide any additional information requested by the Department for purposes of investigating and responding to a breach;
- 2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;
- 2.1.9 Implement at Business Associate's own cost measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data;
- 2.1.10 Take immediate steps to limit or avoid the recurrence of any security breach and take any other action pertaining to such unauthorized access or disclosure required by applicable federal and state laws and regulations regardless of any actions taken by the Department;
- 2.1.11 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Business Associate's must attain satisfactory assurance in the form of a written contract or other written agreement with their business associate's or subcontractor's that meets the applicable requirements of 164.504(e)(2) that the Business Associate or Subcontractor will appropriately safeguard the information. For prior contracts or other arrangements, the provider shall provide written certification that its implementation complies with the terms of 45 CFR § 164.532(d);
- 2.1.12 Make available protected health information in a designated record set to covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.524;
- 2.1.13 Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR § 164.526;
- 2.1.14 Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR § 164.528;

- 2.1.15 To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- 2.1.16 Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3. Permitted Uses and Disclosures by Business Associate

- 3.1 The Business associate may only use or disclose protected health information covered under this Attachment as listed below:
 - 3.1.1 The Business Associate may use and disclose the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) in performing its obligations pursuant to this Attachment.
 - 3.1.2 The Business Associate may use the Department's PHI and/or ePHI received or created by Business Associate (or its agents and subcontractors) for archival purposes.
 - 3.1.3 The Business Associate may use PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate, if such use is necessary (a) for the proper management and administration of Business Associate or (b) to carry out the legal responsibilities of Business Associate.
 - 3.1.4 The Business Associate may disclose PHI and/or ePHI created or received in its capacity as a Business Associate of the Department for the proper management and administration of the Business Associate if (a) the disclosure is required by law or (b) the Business Associate (1) obtains reasonable assurances from the person to whom the PHI and/or ePHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (2) the person agrees to notify the Business Associate of any instances of which it becomes aware in which the confidentiality and security of the PHI and/or ePHI has been breached.
 - 3.1.5 The Business Associate may aggregate the PHI and/or ePHI created or received pursuant this Attachment with the PHI and/or ePHI of other covered entities that Business Associate has in its possession through its capacity as a Business Associate of such covered entities for the purpose of providing the Department of Children and Families with data analyses relating to the health care operations of the Department (as defined in 45 C.F.R. § 164.501).
 - 3.1.6 The Business Associate may de-identify any and all PHI and/or ePHI received or created pursuant to this Attachment, provided that the de-identification process conforms to the requirements of 45 CFR § 164.514(b).
 - 3.1.7 Follow guidance in the HIPAA Rule regarding marketing, fundraising and research located at Sections 45 CFR § 164.501, 45 CFR § 164.508 and 45 CFR § 164.514.

Section 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- 4.1 Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR § 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- 4.2 Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- 4.3 Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

Section 5. Termination

5.1 Termination for Cause

- 5.1.1 Upon the Department's knowledge of a material breach by the Business Associate, the Department shall either:
 - 5.1.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Agreement or discontinue access to PHI if the Business Associate does not cure the breach or end the violation within the time specified by the Department of Children and Families;
 - 5.1.1.2 Immediately terminate this Agreement or discontinue access to PHI if the Business Associate has breached a material term of this Attachment and does not end the violation; or
 - 5.1.1.3 If neither termination nor cure is feasible, the Department shall report the violation to the Secretary of the Department of Health and Human Services.

5.2 Obligations of Business Associate Upon Termination

- 5.2.1 Upon termination of this Attachment for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:
 - 5.2.1.1 Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - 5.2.1.2 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the remaining protected health information that the Business Associate still maintains in any form;
 - 5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
 - 5.2.1.4 Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject

- to the same conditions set out at paragraphs 3.1.3 and 3.1.4 above under “Permitted Uses and Disclosures By Business Associate” which applied prior to termination; and
- 5.2.1.5 Return to covered entity, or other entity as specified by the Department or, if permission is granted by the Department, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.
 - 5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

- 6.1 A regulatory reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended.
- 6.2 The Parties agree to take such action as is necessary to amend this Attachment from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.3 Any ambiguity in this Attachment shall be interpreted to permit compliance with the HIPAA Rules.